

**FILED**

**NOV 24 1997**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

**DOROTHY A. EVANS, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF OKLAHOMA**

IN RE: )  
 )  
ELLEN FRANCES BERRY a/k/a REED, )  
 )  
Debtor. ) Case No. 97-00352-W  
 ) Chapter 7  
\_\_\_\_\_)  
CHEVY CHASE BANK, FSB, )  
 )  
Plaintiff, )  
vs. ) Adversary No. 97-0152-W  
 )  
BERRY, ELLEN FRANCES a/k/a REED, )  
 )  
Defendant. )

**JOURNAL ENTRY OF JUDGMENT**

NOW on this 21<sup>st</sup> day of ~~September~~ <sup>November</sup>, 1997, this matter came on for consideration on the stipulation of the parties. Plaintiff appeared by Theodore P. Gibson, its attorney of record, and the Defendant appeared by Otis W. Williams, Jr., her attorney of record. Both parties announced that a settlement had been reached under the following terms, conditions and stipulations:

1. The Court has full and complete jurisdiction and venue over this Adversary Proceeding and the Parties.
2. This is a core proceeding.
3. Defendants obtained a credit card from Plaintiff, and in the months immediately proceeding their filing for relief under the Bankruptcy Code, incurred charges and cash advances for which she did not have the ability, or the intention, to repay in the principal sum of \$3,297.00.

RECORDED 11-24-97  
Clerk, U.S. Bankruptcy Court  
Northern District of Oklahoma

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4. It is agreed that the said sum of \$3,297.00 is non-dischargeable and that Judgment should be granted the Plaintiff in that amount, plus interest, attorney's fees and accrued and accruing costs.

5. It is further agreed that if the Defendant pays the Plaintiff the sum of \$3,000.00, with an initial payment of \$200.00 due upon approval of this Journal Entry, and 14 subsequent consecutive monthly payments of \$200.00 per month commencing October 1, 1997, until paid, such payments will be accepted as a full and complete settlement of this obligation.

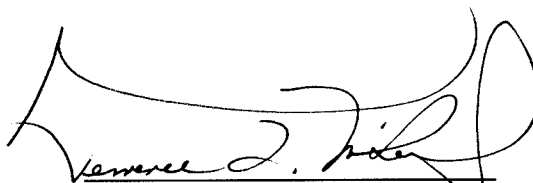
6. However, if the Defendant defaults under the terms of this settlement, the Plaintiff shall have a final judgment against the Defendant in the full sum of \$3,297.00 (less any payments made) plus interest, attorney's fees and costs to be assessed by the Court.

The Court having reviewed, and approved the stipulations of the parties, finds, and it is THEREFORE ORDERED, ADJUDGED AND DECREED that the indebtedness due to Chevy Chase Bank - FSB from Ellen Frances Berry in the amount of \$3,297.00 be, and is hereby determined to be, non-dischargeable; and it is

FURTHER ORDERED, ADJUDGED AND DECREED that Chevy Chase Bank - FSB is granted a judgment against Ellen Frances Berry for the amount of \$3,297.00 plus interest, attorney's fees and accrued and accruing costs; and it is

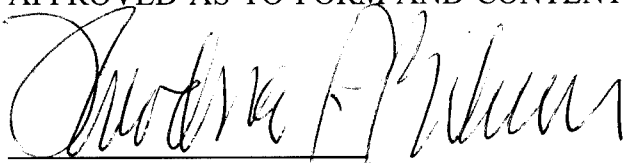
FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the Defendant, Ellen Frances Berry, be and she is hereby granted a stay of execution conditioned upon her payment to the Plaintiff in the sum of \$3,000.00, payable in an initial installment of \$200.00 upon approval of this Journal Entry, and consecutive monthly payments of \$200.00 per month commencing October 1, 1997, and \$200.00 on or before the 1st day of each month thereafter until the said sum is paid in full; and it is

FURTHER ORDERED, ADJUDGED AND DECREED that this judgment shall be satisfied in full upon the payment of the said \$3,000.00 if said payments are timely made as set forth above.

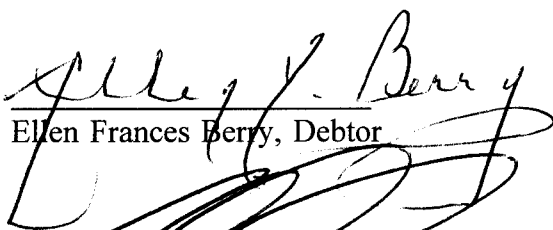


JUDGE OF THE BANKRUPTCY COURT

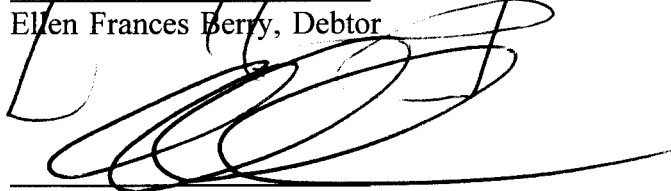
APPROVED AS TO FORM AND CONTENT:



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Ellen Frances Berry, Debtor



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Ellen Frances Berry